

RECORDATION NO. 26040-L FILED

MAR 10 '11 -2 30 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

March 10, 2011

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination of Lease, Termination of Security Interest in Lease, dated as of April 7, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Numbers 26040-A, -B, -C, F, -G and -H.

The names and addresses of the parties to the enclosed document are:

Debtor/Assignor: Infinity Rail, LLC  
1355 Peachtree Street  
Suite 750 - South Tower  
Atlanta, GA 30309

Secured Party/  
Assignee: The CIT Group/Equipment Financing, Inc  
30 South Wacker, Suite 3000  
Chicago, IL 60606

Chief  
Section of Administration  
March 10, 2011  
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A description of the railroad equipment covered by the enclosed document is:

Leases relating to 72 flat cars NWSX 5000 - NWSX 5071 (previously marked REGX 5000 - REGX 5071).

A short summary of the document to appear in the index is:

Termination of Lease; Termination of Security Interest in Lease.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Ed M Luria".

Edward M Luria

RWA/sem  
Enclosures

MAR 10 '11 -2 30 PM

Termination of Lease;  
Termination of Security Interest in Lease

## SURFACE TRANSPORTATION BOARD

1 By this instrument, Infinity Rail, LLC, a Georgia limited liability company ("IR"), and The CIT Group/Equipment Financing, Inc., a Delaware corporation ("CIT"), show for the public record that (i) the Lease that is described in Table 1 below and that is the subject of the memoranda listed in Table 1 below, is no longer in effect, and, accordingly, (ii) CIT's security interest to the extent it relates to that Lease, which security interest was granted pursuant to the Security Agreement described in Table 1 below and is the subject of the memoranda of security agreement listed in Table 1 below (as distinct from CIT's security interest in the railroad cars considered in themselves apart from that Lease), is no longer in effect:

Table 1		
Description of document	Date and time of filing with STB	STB recordation number
Schedule No. 2 dated March 15, 2005 (which incorporates the provisions of the Master Lease Agreement dated November 18, 2004) between Infinity Rail, LLC ("IR"), as lessor, and Sunny Farms Landfill, LLC ("SFL"), as lessee (together with any and all riders, exhibits, schedules, amendments, addenda, supplements, instruments, guarantees, and other agreements related thereto) (the "Lease")	N/A	N/A
Memorandum of Lease, dated as of March 16, 2006, executed by IR, as lessor, and SFL, as lessee	03/30/2006 4:21 p.m.	26040-C
Memorandum of Lease, dated as of July 10, 2006, executed by IR, as lessor	07/14/2006 4:00 p.m.	26040-F
Security Agreement dated as of June 7, 2005, between IR, as debtor, and CIT, as secured party, as amended to date (the "Security Agreement")	N/A	N/A
Memorandum of Security Agreement, dated as of December 15, 2005, executed by IR, as debtor/assignor, and CIT, as secured party / assignee	12/19/2005 4:42 p.m.	26040-B
Memorandum of Security Agreement, dated as of July 10, 2006, executed by IR, as debtor/assignor, and CIT, as secured party / assignee	7/14/2006 4:06 p.m.	26040-H

2. This instrument does not release or terminate (or otherwise impair) CIT's security interest in the railroad cars considered in themselves apart from the Lease. In particular, this instrument does not release or terminate CIT's security interest in the railroad cars (which security interest was granted pursuant to the Security Agreement described in Table 1 above) that is evidenced by the following memoranda of security agreement (and, accordingly, the following memoranda of security agreement remain in effect).

Description of document	Date and time of filing with STB	STB recordation number
Memorandum of Security Agreement, dated as of December 15, 2005, executed by IR, as debtor/assignor, and CIT, as secured party / assignee	12/19/2005 4:39 p.m.	26040-A
Memorandum of Security Agreement, dated as of July 10, 2006, executed by IR, as debtor/assignor, and CIT, as secured party / assignee	7/14/2006 4 03 p.m.	26040-G

Any release or termination of CIT's security interest in the railroad cars, considered in themselves apart from the Lease, will be evidenced by one or more separate instruments filed with the Surface Transportation Board on or after the date of filing of this instrument.

3. The addresses of the parties are as follows:

Infinity Rail, LLC (Debtor / Assignor) 1355 Peachtree Street Suite 750, South Tower Atlanta, Georgia 30309	The CIT Group/Equipment Financing, Inc. (Secured Party / Assignee) 30 South Wacker, Suite 3000 Chicago, Illinois 60606 Attention Rail Resources, Vice President - Credit
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4. This instrument may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

Executed as of April 7, 2009.

INFINITY RAIL, LLC  
By Infinity Asset Management, LLC as Manager

By: Jeffrey E. Edelman  
Jeffrey E. Edelman, President

State of Georgia; County of Fulton

On April 7, 2009, before me personally appeared Jeffrey E. Edelman, to me personally known, who being by me duly sworn says that he is President of Infinity Asset Management, LLC, Manager of Infinity Rail, LLC, and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of said limited liability company.

Stephen Cassano  
Notary Public  
My commission expires.

[NOTARIAL SEAL]

Notary Public, DeKalb County, Georgia  
My Commission Expires Aug. 2, 2009

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of \_\_\_\_\_; County of \_\_\_\_\_

On \_\_\_\_\_, 2009, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, said that he is \_\_\_\_\_ of The CIT Group/Equipment Financing, Inc., that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of such corporation.

\_\_\_\_\_  
Notary Public  
My commission expires:

[NOTARIAL SEAL]

3 The addresses of the parties are as follows

Infinity Rail, LLC (Debtor / Assignor) 1355 Peachtree Street Suite 750, South Tower Atlanta, Georgia 30309	The CIT Group/Equipment Financing, Inc (Secured Party / Assignee) 30 South Wacker, Suite 3000 Chicago, Illinois 60606 Attention Rail Resources, Vice President - Credit
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4 This instrument may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes

Executed as of \_\_\_\_\_, 2009

INFINITY RAIL, LLC  
By Infinity Asset Management, LLC as Manager

By \_\_\_\_\_  
Jeffrey E. Edelman, President

State of Georgia, County of Fulton

On \_\_\_\_\_, 2009, before me personally appeared Jeffrey E. Edelman, to me personally known, who being by me duly sworn says that he is President of Infinity Asset Management, LLC, Manager of Infinity Rail, LLC. and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of said limited liability company

\_\_\_\_\_  
Notary Public  
My commission expires

[NOTARIAL SEAL]

THE CIT GROUP/EQUIPMENT FINANCING, INC

By \_\_\_\_\_  
Name: Richard A. Rossi  
Title: Senior Director

State of Illinois, County of Cook

On April 13, 2009, before me personally appeared Richard A. Rossi, to me personally known, who being by me duly sworn, said that he is Senior Director of The CIT Group/Equipment Financing, Inc., that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of such corporation

\_\_\_\_\_  
Notary Public  
My commission expires

[NOTARIAL SEAL]



**CERTIFICATION**

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: March 10, 2011

A handwritten signature in cursive script, reading "Edward M. Luria", written over a horizontal line.

Edward M. Luria